



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

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Third District

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Fourth District

Michael D. Antonovich
Fifth District

December 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF EXTENSION AMENDMENT FOR FIVE AGREEMENTS FOR 9-1-1
EMERGENCY AMBULANCE TRANSPORTATION SERVICES AND RENEWAL
OF 18 AGREEMENTS FOR NON-EMERGENCY AMBULANCE
TRANSPORTATION OVERFLOW SERVICES
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Health Services, or his designee, to sign the attached Amendment No. 3 to Agreement No. 67926 and Amendment No. 2 to Agreement No. 73060 with American Medical Response of Southern California, Amendment No. 3 to Agreement No. 67584 with Schaefer Ambulance Service, Inc., and Amendment No. 3 to Agreement No. 70897 and Amendment No. 2 to Agreement No. 73601 with Westmed Ambulance, Inc./ DBA McCormick Ambulance Service, substantially similar to Exhibits I through V, to extend the term on a month-to-month basis for a period not to exceed six months, from January 1, 2006, through June 30, 2006, at a net County cost of \$85,890.
2. Approve and authorize the Director of Health Services, or his designee, to offer and sign 18 non-emergency ambulance transportation overflow services agreements, substantially similar to Exhibit VI, effective January 1, 2006 through December 31, 2010, at an estimated annual net County cost of \$2,130,000, with the current ambulance and ambulette operators listed in Attachment B, following full execution by the parties.
3. Approve and authorize the Director of Health Services, or his designee, to offer and sign non-emergency ambulance transportation overflow services agreements, substantially similar to Exhibit VI, effective January 1, 2006 or later through December 31, 2010, with any other interested and County-licensed ambulance and ambulette operators, following full execution by the parties.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Approval of the recommended actions will authorize the Director of Health Services (Director) to:

- 1) extend the term of the agreements through June 30, 2006 with American Medical Response of Southern California (AMR), Schaefer Ambulance Service, Inc. (Schaefer), and Westmed Ambulance Service, Inc./DBA McCormick Ambulance Service (Westmed/McCormick) for the continued provision of 9-1-1 emergency ambulance transportation services within Los Angeles County while the Department of Health Services (DHS or Department) completes a Request for Proposals (RFP) process; 2) offer non-emergency ambulance transportation overflow services agreements to current ambulance and ambulette operators to continue patient transportation services with existing providers on an as-needed overflow basis, at the advanced life support (ALS) or basic life support (BLS) level, when County vehicles are unavailable to provide these services through December 31, 2010; and 3) offer and sign non-emergency ambulance transportation overflow services agreements with any other interested and County-licensed ambulance and ambulette operators in Los Angeles County during the term of the contract program.

Consistency with DHS System Redesign

This action meets the Department's strategic goal by enhancing the health of residents of Los Angeles County.

FISCAL IMPACT/FINANCING:

There is no County or City subsidy or monetary payment under the 9-1-1 emergency ambulance transportation services agreements except for exclusive operating area Zone 1 with AMR at a net County cost of \$85,890, from January 1, 2006, through June 30, 2006.

Based on previous utilization by the Department, the provision of non-emergency ambulance transportation overflow services has a projected net County cost of \$2,130,000 for the period of January 1, 2006, through December 31, 2006.

Funding has been included in the Fiscal Year 2005-06 Final Budget and will continue to be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

9-1-1 Emergency Ambulance Program:

Under a 1986 California Court of Appeals ruling, a county must assure the provision of 9-1-1 emergency ambulance transportation services for all County-responsible residents. To comply with this legal mandate, DHS developed the Countywide 9-1-1 Emergency Ambulance Transportation Exclusive Operating Area Program (Program), as authorized under Health and Safety Code section 1797.224.

Under the Program, contractors and subcontractors are required to provide 9-1-1 emergency ambulance transportation services to all patients, regardless of their payment status, upon dispatch by the County Fire Department (or other authorized 9-1-1 communications centers) within certain response times in exchange for the exclusive right to: (1) operate within designated geographic service areas; and (2) bill patients and third parties at rates no greater than those specified in the County Code.

On June 21, 1994, the Board approved an agreement with Schaefer (Agreement No. 67584) to provide 9-1-1 emergency ambulance transportation services in the City of Pomona, effective through December 31, 1999. On December 13, 1994, the Board approved 12 County/private provider agreements for all other exclusive operating areas under the Program, effective January 1, 1995, through December 31, 1999. This action included the agreement with Goodhew Ambulance Service, Inc., predecessor-in-interest to AMR (Agreement No. 67926).

On July 15, 1997, the Board approved an agreement with Westmed/McCormick (Agreement No. 70897) to provide services in the City of Hawthorne expanding the area covered under the Program, effective August 1, 1997, to June 30, 2005. On October 3, 2000, the Board approved an agreement with AMR (Agreement No. 73060) further expanding the Program area to the City of Lynwood.

On August 21, 2001, the Board approved agreements with Westmed/McCormick (Agreement No. 73601) to provide services to the expanded area of the City of Gardena, and with Emergency Ambulance Services International, Inc. (EAS) (Agreement No. 73602) to the City of Inglewood, effective September 12, 2001, to June 30, 2005.

Through various extensions as authorized by the Director under the existing agreements, approval of contract assignments and delegations, and consolidation of multiple service agreements by one operator, the total number of agreements in the Program was reduced to the existing five and extended to June 30, 2005.

On June 14, 2005, the Board approved extension amendments with AMR, Schaefer, and Westmed/McCormick, effective July 1, 2005 through December 31, 2005, for the continued provision of 9-1-1 emergency ambulance transportation services within Los Angeles County while the Department completes an RFP process, including protest actions that are part of the Countywide Services Contract Solicitation Protest Policy.

Approval of the extension amendments will allow the Department's Emergency Medical Services (EMS) Agency time to complete negotiations for 9-1-1 emergency ambulance services and to present the recommended agencies selected for the seven new exclusive operating areas for approval by the Board on or before June 30, 2006.

Non-Emergency Ambulance Program: Overflow Transportation Agreements

For a number of years, the County has contracted with private operators for the provision of patient transportation services on an as-needed basis, at the ALS or BLS level, when County vehicles are unavailable to provide these services (i.e., the non-emergent transport of County patients between

their homes and: 1) County hospitals, health, custody, or court facilities; 2) State mental and other governmental hospital and health facilities; and 3) private hospitals and health facilities.

On June 13, 2000, the Board approved the most recent transportation overflow agreements, effective July 1, 2000, through June 30, 2005, offered only to those operators expressly authorized by the local EMS Agency to provide appropriate paramedic and/or nurse-staffed ambulances, and ambulettes.

On June 14, 2005, the Board approved an extension amendment for 19 transportation overflow providers, on a month-to-month basis for a period not to exceed six months from July 1, 2005, through December 31, 2005. This action provided DHS' EMS Agency time to complete negotiations for non-emergency ambulance transportation overflow services and present the recommended agencies for approval by the Board by December 31, 2005.

At this time, DHS' EMS Agency is requesting authority to sign renewal agreements with 18 non-emergency ambulance transportation companies for the continuation of patient transportation services on an as-needed overflow basis when County vehicles are unavailable to provide these services, i.e., the non-emergent transport of County patients in Los Angeles County. One non-emergency ambulance company has discontinued its contract with the County.

Renewal Agreements with Current Contractors and New Agreements with Additional Operators

Following Board approval, the recommended form agreement will be offered to the current contractors listed in Attachment B, effective January 1, 2006 through December 31, 2010. The same form agreement will also be offered to all other interested and eligible County-licensed ambulance operators for the same services, at the same rates, during the term of the contract program, to be effective following full execution by the parties. DHS feels that increasing the number of private ambulance and ambulette operators during the term of the contract program is advantageous because it will increase the number of available vehicles without increasing County costs.

The five 9-1-1 emergency ambulance services agreements may be terminated by County, without cause, upon sixty (60) days prior written notice. The non-emergency ambulance transportation overflow services agreements may be terminated by either party for convenience with thirty (30) days prior written notice.

Attachments A and B provide additional information. Exhibits I through VI have been approved by County Counsel as to use and form.

CONTRACTING PROCESS:

9-1-1 Emergency Ambulance Program

On May 6, 2004, the Department released an RFP for 9-1-1 Program services Countywide for new exclusive operating area agreements. On July 1, 2004, the Department received 28 proposals from nine ambulance companies for seven exclusive operating area zones. Proposals were submitted by AmeriCare Ambulance Services, AMR, Care Ambulance Service, Inc., EAS, Gerber Ambulance Company, Inc., Hall Ambulance Service, Priority One Medical Transport, Schaefer, and Westmed/McCormick.

The Honorable Board of Supervisors
December 1, 2005
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On October 12-15, 2004, debriefing meetings (Phase I) were held with the nine proposing ambulance companies at their request per the Countywide Services Contract Solicitation Protest Policy. On September 23, 2004, the Department released its recommendations to the Board Offices and notified all of the proposers of the recommendations.

In November 2004, a departmental review panel was convened (Phase II) to review the seven protests filed by seven proposers concerning the Department's evaluation of the proposals. On March 9, 2005, the proposers were notified of the Department's response to their protests and the evaluation committee's revised recommendation.

On March 17, 2005, the Department received requests from two proposers for a County Review Panel (Phase III). As a result, a County Review Panel was convened to review the two protests filed by two proposers and held public hearings on May 11, 2005 and June 29, 2005. The final County Review Panel recommendations were released on July 11, 2005 and August 29, 2005, respectively. The Department is currently reviewing the County Review Panel recommendations to reevaluate the proposals as appropriate.

The RFP was advertised on the Los Angeles County Online Web Site and made available on the DHS Contracts and Grants Web Site.

IMPACT ON CURRENT SERVICES (OR PROJECT):

The recommended amendments will ensure that 9-1-1 emergency ambulance transportation services and non-emergency ambulance transportation overflow services will continue uninterrupted for the residents of Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted, _



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:rw
BLETC4047.RW

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Emergency Medical Services Agency

**SUMMARY OF AMENDMENTS
9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES**

1. TYPE OF SERVICE:

9-1-1 emergency ambulance transportation services at the basic life support level, i.e., ambulance transport vehicles staffed with at least Emergency Medical Technician-I personnel.

2. CONTRACTOR ADDRESSES AND CONTACT PERSONS:

<u>County/Private Provider</u>	<u>Contract No(s).</u>
a) American Medical Response of Southern California 20101 Hamilton Avenue, Suite 300 Torrance, CA 90502-1319 Attention: Lawrence Monson, Vice President, Administration Telephone: (310) 851-7000/FAX (310) 851-7023	67926 73060
b) Schaefer Ambulance Service, Inc. 4627 Beverly Boulevard Los Angeles, California 90004 Attention: James McNeal, Sr., President Telephone: (323) 469-1473/FAX (323) 461-6410	67584
c) Westmed Ambulance, Inc. dba McCormick Ambulance Service 5462 2 nd Street Irwindale, California 91706 Attention: Thomas Millsap, President Telephone: (888) 331-1420/FAX (626) 338-3135	70897 73601

3. TERM:

On a month-to-month basis for a period of six months from January 1, 2006 through June 30, 2006, unless sooner terminated by County, without cause, upon sixty (60) days prior written notice.

4. FINANCIAL INFORMATION:

There is no County or City subsidy or monetary payment under the 9-1-1 emergency ambulance transportation services agreements except for exclusive operating area Zone 1 with AMR at the cost of \$85,890, from January 1, 2006 through June 30, 2006. AMR's subsidy of \$85,890 has been requested in the Fiscal Year 2005-06 Final Budget.

5. GEOGRAPHIC AREA TO BE SERVED: (Same for ATTACHMENT B)

Countywide.

6. ACCOUNTABLE FOR PROGRAM MONITORING: (Same for ATTACHMENT B)

The County's local Emergency Medical Services Agency, i.e., the Department's EMS Agency.

7. APPROVALS: (Same for ATTACHMENT B)

Emergency Medical Services Division:

Carol Meyer, Director

Contracts and Grants:

Cara O'Neill, Chief

County Counsel (approval as to use and form):

Edward A. Morrissey, Deputy

BLETCD4047.RW

SUMMARY OF AGREEMENTS**TRANSPORTATION OVERFLOW SERVICES CONTRACT PROGRAM
FOR NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES**1. TYPE OF SERVICE:

Non-emergency Ambulance Transportation Overflow Services.

2. CONTRACTOR ADDRESSES AND CONTACT PERSONS:

<u>Contractors</u>	<u>Contract No.</u>
a) Allen Ambulance Service 9602 South Central Avenue Los Angeles, California 90002 Attention: Andrew A. Allen, President Telephone: (323) 732-9156/FAX: (323) 564-9098	H-211256
b) Ambuserve, Inc. 13105 South Crenshaw Boulevard Hawthorne, California 90250 Attention: Melissa Harris, President Telephone: (866) 249-1800/FAX: (310) 644-4500	H-300115
c) American Medical Response of Southern California 20101 Hamilton Avenue, Suite 300 Torrance, California 90502-1319 Attention: Lawrence Monson, Vice President, Administration Telephone: (310) 851-7000/FAX: (310) 851-7004	H-211254
d) Americare Ambulance Service 820 West Lomita Boulevard Harbor City, California 90710-2312 Attention: Michael Summers, President Telephone: (310) 835-9390/FAX: (310) 835-3926	H-211324
e) Antelope Ambulance Service 169 West Avenue J-5 Lancaster, California 93534 Attention: Douglas Cain, Executive Vice President Telephone: (661) 951-1998/FAX: (661) 951-1188	H-700250
f) APT Medical Transportation 1227 South La Brea Avenue Inglewood, California 90301 Attention: J. J. Mendez, President Telephone: (310) 846-4000/FAX: (310) 846-4010	H-211249
g) Bowers Companies, Inc. 3355 East Spring Street Long Beach, California 90806-2466 Attention: Brian Cates, President Telephone: (562) 988-6460/FAX: (562) 988-3681	H-211253

<u>Contractors</u>	<u>Contract No.</u>
h) Emergency Ambulance Service 3200 East Birch Street, Suite A Brea, California 92821 Attention: Philip Davis, President Telephone: (714) 990-1742/FAX: (714) 792-3650	H-211323
i) Gerber Ambulance Service 19801 Mariner Avenue Torrance, California 90503 Attention: Robert Gerber President Telephone: (310) 542-6464/FAX: (310) 542-1152	H-211251
j) Guardian Ambulance Service 1954 East Corson Street, Suite 1 Pasadena, California 91107 Attention: Suzanne Jackuback, Administrator Telephone: (626) 792-3688/FAX: (626) 795-4627	H-211246
k) Mauran Ambulance Service 1211 First Street San Fernando, California 91340 Attention: Gohar Shashikyan, President Telephone: (818) 365-3182/FAX: (818) 837-1143	H-212021
l) Medreach, Inc. 2370 West Carson Street, Suite 220 Torrance, California 90501 Attention: Kathy McNab, President Telephone: (310) 781-9395/FAX: (310) 781-9295	H-211250
m) Mercy Ambulance Service 10909 Almond Avenue Fontana, California 92337 Attention: Craig Esterly, President Telephone: (877) 486-3729/FAX: (909) 829-1861	H-213326
n) Priority One Medical Transportation 740 South Rochester Avenue, Suite E Ontario, California 91761-8179 Attention: Michael Parker, President Telephone: (800) 600-3370/FAX: (800) 600-4450	H-213325
o) PRN Medical Transportation 5327 East Beverly Boulevard Los Angeles, California 90022 Attention: Avetis Avetisyan, President Telephone: (323) 888-7750/FAX: (323) 888-1238	H-212868

<u>Contractors</u>	<u>Contract No.</u>
p) Rescue Services International, Ltd. 805 West Avenue L-8, Unit T Lancaster, California 93534 Attention: Ronald Ratner, President Telephone: (800) 989-5027/FAX: (800) 989-5031	H-212368
q) Schaefer Ambulance Service 4627 Beverly Boulevard Los Angeles, California 90004 Attention: James McNeal, Sr., President Telephone: (323) 469-1473/FAX: (323) 461-6410	H-211255
r) Westmed Ambulance Service, Inc. d.b.a. McCormick Ambulance 5462 2 nd Street Irwindale, California 91706 Attention: Thomas Millsap, President Telephone: (888) 331-1420/FAX: (626) 338-3135	H-211252

3. TERM:

Effective January 1, 2006 through December 31, 2010.

4. FINANCIAL INFORMATION:

Anticipated sum of \$2,130,000 for the period January 1, 2006 through December 31, 2006 for non-emergency ambulance transportation overflow services has been requested in the Fiscal Year 2005-06 Final Budget and will be requested in future fiscal years.

Contract # 67926

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

Amendment No. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

AMERICAN MEDICAL RESPONSE OF
SOUTHERN CALIFORNIA (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT",
between County and Goodhew Ambulance Service, Inc., predecessor-in-interest to
Contractor, dated December 13, 1994, and further identified as County Agreement No.
67926, and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend
its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of
a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2006.
2. The term of this Agreement is hereby extended on a month-to-month basis,
for a maximum of six (6) months, effective January 1, 2006 through June 30, 2006,
unless sooner terminated by County, without cause, upon sixty (60) days prior written
notice.
3. Except for the changes set forth hereinabove, Agreement shall not be
changed in any other respect by this Amendment.

[illegible]

Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

AMERICAN MEDICAL RESPONSE OF
SOUTHERN CALIFORNIA

Contractor

By _____
Signature

Print Name

Title: _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL:

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By _____
Cara O'Neill, Chief
Contracts and Grants

AMENDCD3918.RW
11/03/2005

Contract # 73060

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

Amendment No. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

AMERICAN MEDICAL RESPONSE OF
SOUTHERN CALIFORNIA (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT",
between County and Contractor, dated October 3, 2000, and further identified as
County Agreement No. 73060, and any amendments thereto (all hereafter
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend
its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of
a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2006.
2. The term of this Agreement is hereby extended on a month-to-month basis,
for a maximum of six (6) months, effective January 1, 2006 through June 30, 2006,
unless sooner terminated by County, without cause, upon sixty (60) days prior written
notice.
3. Except for the changes set forth hereinabove, Agreement shall not be
changed in any other respect by this Amendment.

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Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

AMERICAN MEDICAL RESPONSE OF
SOUTHERN CALIFORNIA
Contractor

By _____
Signature

Print Name

Title: _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL:

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By _____
Cara O'Neill, Chief
Contracts and Grants

AMENDCD3919.RW
11/03/2005

Contract # 67584

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

Amendment No. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

SCHAEFER AMBULANCE SERVICE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT",
between County and Contractor, dated June 21, 1994, and further identified as County
Agreement No. 67584, and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend
its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of
a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2006.
2. The term of this Agreement is hereby extended on a month-to-month basis,
for a maximum of six (6) months, effective January 1, 2006 through June 30, 2006,
unless sooner terminated by County, without cause, upon sixty (60) days prior written
notice.
3. Except for the changes set forth hereinabove, Agreement shall not be
changed in any other respect by this Amendment.

[illegible]

Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

SCHAEFER AMBULANCE SERVICE, INC.
Contractor

By _____
Signature

Print Name

Title: _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL:

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By _____
Cara O'Neill, Chief
Contracts and Grants

AMENDCD3920.RW
11/03/2005

Contract # 70897

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

Amendment No. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

WESTMED AMBULANCE, INC.
D.B.A. MCCORMICK AMBULANCE
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT",
between County and Contractor, dated July 15, 1997, and further identified as County
Agreement No. 70897, and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend
its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of
a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2006.
2. The term of this Agreement is hereby extended on a month-to-month basis,
for a maximum of six (6) months, effective January 1, 2006 through June 30, 2006,
unless sooner terminated by County, without cause, upon sixty (60) days prior written
notice.
3. Except for the changes set forth hereinabove, Agreement shall not be
changed in any other respect by this Amendment.

/ / / / / / / / / /

Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

WESTMED AMBULANCE, INC.
D.B.A. MCCORMICK AMBULANCE
Contractor

By _____
Signature

Print Name

Title: _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL:

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By _____
Cara O'Neill, Chief
Contracts and Grants

AMENDCD3921.RW
11/03/2005

Contract # 73601

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

Amendment No. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

WESTMED AMBULANCE, INC.
D.B.A. MCCORMICK AMBULANCE
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT",
between County and Contractor, dated August 21, 2001, and further identified as
County Agreement No. 73601, and any amendments thereto (all hereafter
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend
its term and to make the changes described hereinafter; and

WHEREAS, the parties wish to amend Agreement to extend the period of time
for service coverage in the City of Inglewood in Los Angeles County from 365 days to
546 calendar days to and through a period ending June 30, 2006; and

WHEREAS, said Agreement provides that changes may be made in the form of
a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2006.
2. The term of this Agreement is hereby extended on a month-to-month basis,
for a maximum of six (6) months, effective January 1, 2006 through June 30, 2006,
unless sooner terminated by County, without cause, upon sixty (60) days prior written
notice.

3. Exhibit "A" to Agreement, Paragraph 3., SERVICES, subparagraph K, shall be revised as follows:

"K. Notwithstanding any other provision in this Agreement, Contractor agrees to provide service in the City of Inglewood in Los Angeles County, upon request of Director, for a time period not to exceed five hundred forty-six (546) calendar days, to and through June 30, 2006."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health

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Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

WESTMED AMBULANCE, INC.
D.B.A. MCCORMICK AMBULANCE
Contractor

By _____
Signature

Print Name

Title: _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL:

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By _____
Cara O'Neill, Chief
Contracts and Grants

AMENDCD3922.RW
11/03/2005



AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
TRANSPORTATION OVERFLOW SERVICES

JANUARY 2006

CD3765:RW
11/30/2005

(ver.11/30/05)

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CD3765:RW
11/30/2005

Contract # _____

TRANSPORTATION OVERFLOW AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2005,

by and between the COUNTY OF LOS ANGELES (hereafter
"County"),
and _____ (hereafter
"Contractor").

WHEREAS, pursuant to the provisions of section 1441 of the Health and Safety Code of the State of California, County has established and maintains, through its Department of Health Services, various County hospital and health facilities; and

WHEREAS, pursuant to the provisions of section 17000 of the Welfare and Institutions Code of the State of California, County is charged with the care and maintenance of the indigent ill and injured lawful residents in Los Angeles County; and

WHEREAS, County's Department of Health Services has a need from time-to-time to transport patients between their and among residences, County's various hospital, health, custody, or court facilities, private hospitals and health facilities, and between County facilities and State mental hospitals, etc.; and

WHEREAS, County's Department of Health Services has a need to provide paramedic or nurse staffed ambulance transportation in limited and occasional certain circumstances, and does not employ paramedics or operate advanced life support equipped vehicles; and

WHEREAS, County's Department of Health Services does not own or operate a sufficient number of vehicles (e.g., ambulances, ambulettes, station wagons, or vans) to meet the transportation needs of its patients at all times; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to provide such patient transportation and possesses the competence, expertise, vehicles, and personnel required to provide such services; and

WHEREAS, County's Department of Health Services has made a finding that the services to be provided hereunder are of a professional nature and are required on an intermittent basis; and

WHEREAS, County's Department of Health Services believes it is in the best interest of the residents of County to obtain needed additional transportation services by contract; and

WHEREAS, provisions of Health and Safety Code sections 1444 and 1451, and Government Code section 26227 provide authority for this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. This Agreement shall commence on January 1, 2006 and shall continue in full force and effect to and including the 31st day of December, 2010. The Agreement, however, may be sooner cancelled or terminated (in whole and in part by the County) at any time, without cause, by either party upon giving at least thirty (30) calendar days prior written notice thereof to the other.

B. Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with the terms of this Agreement, or any directions by or on behalf of County issued pursuant hereto, shall constitute a material breach hereof, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. ADMINISTRATION: Director of County's Department of Health Services or his/her duly authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing one or more persons who shall be assigned to function as liaison to Director regarding Contractor's performance under this Agreement.

3. DESCRIPTION OF SERVICE:

A. Upon request by Director or the Chief of the Central Dispatch Office of County's Department of Health Services or his/her authorized designee(s) (hereafter collectively "CDO"), Contractor agrees to transport, in appropriately licensed and staffed ambulance or ambulette units, designated County Department of Health Services' patients, including members of County's Community Health Plan ("CHP") and patients treated by a County facility, subject to Contractor having an available unit to respond to a call, between and among any combination of the following sites: patients' residences, private hospitals and health facilities, County hospital or health or custody or court facilities, and State mental and other governmental hospital and health facilities, as long as the patient pickup point is within Los Angeles County and the destination point is located within that geographic area comprised of the following counties: Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura, or other pickup or destination points as approved in writing by CDO.

B. Contractor agrees to keep certain of its ambulances and ambulette vehicles available at predesignated locations approved by Director within Los Angeles County on a twenty-four (24) hour basis. These locations and number of vehicles identified either as advanced life support ("ALS"), basic life support ("BLS"), nursed staffed ("NS") or ambulette as of the effective date of this Agreement are as follows:

<u>Address</u>	<u>ALS</u>	<u>BLS</u>	<u>NS</u>	<u>Ambulettes</u>	<u>Total Vehicles</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
<u>TOTAL</u>	_____	_____	_____	_____	_____

C. Contractor shall notify in writing County's Department of Health Services, Emergency Medical Services Division, Ambulance Program Coordinator, 5555 Ferguson Drive, Suite 220, Commerce, California 90022, of any change in the location, type, and number of vehicles at least thirty (30) calendar days prior to the effective date thereof.

D. Upon request of CDO, Contractor shall provide emergency medical technician-I ("EMT-I"), emergency medical technician-paramedic ("EMT-P"), or registered nurse personnel in compliance with the Los Angeles County Prehospital Care Policy Manual for transportation of any patient. The requirement to provide a unit or units staffed with certified paramedics, or registered nurse personnel, and otherwise equipped to render ALS services, shall apply only if Contractor is expressly authorized by the local EMS Agency (County Department of Health Services, Emergency Medical Services Division) to render such services.

E. Upon request of CDO, Contractor shall endeavor to provide female attendants in its vehicles as part of its transportation services hereunder.

F. Contractor shall provide services in accordance with the requirements of Exhibit "A", PROCEDURAL GUIDELINES FOR PATIENT TRANSPORTATION, attached hereto and incorporated herein by reference.

G. In addition to the provision of ambulance staffing at the customary EMT-I scope of practice, Contractor shall further assure that all of its EMT-Is meet and satisfy the requirements of Exhibit "B", EMT-I EXPANDED SCOPE OF PRACTICE, attached hereto and incorporated herein by reference.

H. For purposes of this Agreement, members of County's CHP include but are not limited to those persons determined to be: (1) certain County Temporary Employees and their eligible dependents, including newborns during the month of birth and the following month thereafter, (2) CHP Medi-Cal members and their newborns during the month of birth and the following month thereafter, and (3) CHP Healthy Family Program members. Contractor should be aware that CHP membership may be redefined from time-to-time during the term of this Agreement and that Contractor will be notified by Director accordingly.

4. NONEXCLUSIVITY:

A. Contractor acknowledges that it is not the exclusive provider to County's Department of Health Services of contract transportation services.

B. County reserves the right to request transportation services, including those services under this Agreement, from transportation service providers other than Contractor.

C. County reserves the right to itself perform any transportation services with its own ambulance/ambulette vehicles and personnel.

D. County promises to request overflow services from Contractor at least once during every six (6) months of Agreement term. Contractor shall notify CDO if this minimum consideration has not been met.

5. BILLING AND PAYMENT:

A. Invoices (billings) shall be grouped and submitted once monthly by Contractor to County, according to the rates identified in Exhibit "C", RATES TO BE CHARGED COUNTY FOR AMBULANCE/AMBULETTE TRANSPORTATION, attached hereto and incorporated herein by reference. Such billing forms shall be provided by Contractor and shall include, but not necessarily be limited to the following information: the patient name, the date(s) and time(s) the service(s) were respectively provided, the pick-up and destination sites, and the number of miles traveled. Contractor may use its automated billing system in use for non-County transportation services provided the system is capable of generating the information required above. If County should adopt an electronic billing system during the term of this Agreement, Contractor may elect to submit all Transportation Overflow Claims hereunder via electronic transmission. Claims in such an event would continue to be submitted on a once-monthly basis. The information required may be revised by Director from time-to-time with reasonable notice by County to Contractor. The billings (invoices) shall be completed in duplicate. Contractor shall retain one billing copy for its own records and shall forward the original billing copy and a copy of the Overflow Report provided by CDO to the following County Department: Emergency Medical Services Division, Ambulance Program Coordinator, 5555 Ferguson Drive, Suite 220, Commerce, California 90022.

B. Billings to County for service calls under this Agreement must be received by County's Emergency Medical Services Division within one-hundred twenty (120) calendar days of the service date(s) to be considered for payment.

C. County shall reimburse Contractor for all service calls received from CDO within thirty (30) County working days following receipt by County of a complete and correct itemized billing. Reimbursement shall be in accordance with the rates described in Exhibit C.

D. Contractor shall not bill a patient, his/her family, or third-party payers for services under this Agreement.

6. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provisions of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for such fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year for which such funding was so appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

7. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered

after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

8. GENERAL RESPONSIBILITIES OF CONTRACTOR:

A. Contractor's Permits: As a material term of this Agreement, Contractor shall maintain all applicable licenses, permits, certification in order to perform services as set forth in this Agreement.

B. Ambulance/Ambulette Personnel: Contractor agrees to maintain records of the necessary drivers' licenses, ambulance drivers' certificates, appropriate EMS licenses, accreditations, and certificates (for EMT-I and EMT-P personnel), American Red Cross Community First Aid and Safety Certificates, for ambulette personnel a copy of the County ambulette personnel identification card unless such ambulette driver or ambulette attendant is currently certified at the EMT-I level or higher, and registered nurse licenses, including license or certificate numbers and expiration dates, for all ambulance and ambulette personnel answering calls under this Agreement. EMT-P, EMT-I, and ambulette personnel who do not have the proper documentation on file, shall not be scheduled to work on an ambulance or ambulette for any additional shifts until the operator has complete documentation on file (which shall be available to Director or CDO on request for viewing and copying) that the employee has 1) a current EMT-I certificate or paramedic license and, if appropriate, County accreditation; 2) a California ambulance driver's license (ambulance drivers); 3) California Drivers License or identification card; and 4) a Medical Examination Certificate (DL-51) (ambulance drivers), or for ambulette personnel, American Red Cross Community First Aid and Safety Certificates, and a copy of the County issued identification card. The individual may be permitted to work again

as soon as the provider has the documentation on file. Qualifications for personnel staffing Contractor's vehicles shall be at least at the minimum licensure or certification level required by State law and the Los Angeles County Code.

C. Employee Performance:

(1) Contractor shall ensure that each of its ambulance and/or ambulette employees is knowledgeable in the restraint of violent and mentally ill patients during the performance of services hereunder, and will follow procedures pertaining thereto set forth in Exhibit "A", PROCEDURAL GUIDELINES FOR PATIENT TRANSPORTATION, attached hereto.

(2) Contractor shall ensure that all EMT-I personnel have received training in EMT-I Expanded Scope of Practice as presently enacted or as may be amended. Contractor shall maintain documentation of such training, provided through a Los Angeles County approved training program or continuing education provider, for each EMT-I employee. All County certified EMT-I personnel, who are certified by the Los Angeles County EMS Agency, shall have received training in the EMT-I Expanded Scope of Practice Training prior to being certified by the Los Angeles County EMS Agency. Contractor shall ensure that each of its ambulance employees not currently certified by the Los Angeles County EMS Agency has completed training in the EMT-I Expanded Scope of Practice regimen, and shall maintain in his or her personnel records a copy of the course completion certificate or other documentation documenting proof of training as set forth in Exhibit "B", EMT-I EXPANDED SCOPE OF PRACTICE, attached hereto.

(3) Contractor shall ensure that each of its ambulance or ambulette employee is (a) neat and clean in appearance and wears a uniform that

identifies Contractor's company by name and insignia as well as the employee's name and his/her level of prehospital certification when responding to all calls under this Agreement; and (b) shall handle patients in a manner consistent with local EMS Agency policies, procedures, and protocols.

(4) Contractor shall not permit any of its employees, including a dispatcher, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

D. Crew Quarters: Contractor agrees that crew quarters in each of its facilities from which transportation overflow services are provided under this Agreement shall be maintained in a clean, sanitary, and liveable condition, and shall include kitchen and shower facilities. Director may at any reasonable time, without prior notice, inspect Contractor's crew quarters in order to ascertain Contractor's compliance with these requirements.

E. Ambulance/Ambulette Vehicles and Equipment:

(1) Contractor shall ensure that each ambulance and ambulette vehicle is maintained in good mechanical repair and sanitary condition.

(2) Contractor agrees to identify all ambulance and ambulette vehicles used under this Agreement with the Contractor's name clearly visible to the general public.

(3) Director may at any reasonable time, without prior notice, inspect any of Contractor's ambulance or ambulette vehicles in order to ascertain Contractor's compliance with this Agreement.

(4) Contractor shall maintain all of the unit equipment used hereunder in good mechanical repair and sanitary condition at all times.

This equipment shall be subject to inspection by Director at any reasonable time, without prior notice. All vehicles shall be equipped with appropriate and adequate equipment and supplies, including, but not necessarily limited to, equipment designated by State regulation, County ordinance, and local EMS Agency policies.

F. Vehicle Staffing: When responding to any call under this Agreement, the Contractor's ambulance vehicle shall be staffed with a minimum of two (2) personnel including a driver and an ambulance attendant, both of whom must be currently certified in the State of California at the EMT-I or higher level of certification. Any person who is licensed by the State of California as a physician or registered nurse employed as an ambulance attendant shall not be required to have an EMT-I Certificate. However, a minimum of two (2) EMT-I's, currently certified in California, must staff each nurse staffed critical care vehicle in addition to at least one registered nurse. Ambulette vehicles shall be staffed with a minimum of a driver with both a valid California Driver's License and a current American Red Cross Community First Aid and Safety Certificate or equivalent, or higher level of certification. Personnel shall not exceed the scope of practice as defined by State and local regulations and policies.

G. Vehicle Inspections: Ambulance vehicles used under this Agreement shall be subject to inspection by members of the California Highway Patrol and by County staff designated by Director. Contractor shall maintain files of reports for all such California Highway Patrol inspections and they shall be available for inspection by Director or his authorized representative pursuant to Paragraph 10, hereinbelow. For each ambulance vehicle used under this Agreement, a California Highway Patrol permit and County of Los Angeles business license shall be obtained and kept in force by Contractor. For each ambulette vehicle

used under this Agreement, a County of Los Angeles business license shall be obtained and kept in force by Contractor.

H. Response Time Requirements: Contractor shall arrive for patient pickup within the following response times unless CDO accepts a longer response time due to unusual circumstances:

Routine Call	Within 90 minutes of CDO request
Urgent Call (Code 2)	Within 30 minutes of CDO request
Emergent/STAT Call (Code 3)	Within 8:59 minutes of CDO request (Immediately)

Response time is defined as the interval of time, between the moment all dispatch information has been obtained by a contract provider's dispatcher (i.e., patient name, authorization number, point of pickup, destination, and any special services needed), to the moment the ambulance/ambulette vehicle arrives at the scene. In addition, CDO may provide dispatch information up to twenty-four (24) hours in advance of the actual transport time.

Contractor shall immediately inform the CDO when Contractor does not have ambulance units available to respond in a timely manner to a request for patient transportation services, or if Contractor will be delayed longer than the original estimated time of arrival to the scene.

In the event that Contractor, acting upon an official request from CDO, responds with its personnel and equipment, and upon arrival at the point of patient pickup, is advised by the requesting facility that the patient will not be transported, Contractor shall immediately notify the CDO that such service is not needed and has been canceled.

In addition, Contractor shall notify CDO when each transfer request is completed or canceled, i.e., the final disposition of such transport request.

I. Telephone Numbers: Contractor shall provide CDO with sufficient telephone number(s) for twenty-four (24) hour access to Contractor's dispatch center without a delay of more than five (5) minutes. In addition, Contractor shall provide CDO in writing with the current phone number(s) of its dispatcher(s) and shall update CDO in writing with any changes in those in writing with any changes in those phone numbers and dispatcher(s).

Contractors providing ambulette services only are exempt from the twenty-four (24) hour access requirement and shall instead keep CDO advised of their hours of operation.

J. Written Policies and Procedures: Contractor shall have written policies and procedures for:

- (1) Recruitment.
- (2) Pre-employment screening/hiring standards.
- (3) Orientation and training program for new employees.
- (4) In-service training and education.
- (5) Probation period.
- (6) Refresher course training.
- (7) Personnel evaluations.
- (8) Wage, salary, benefit packages, and general work conditions.
- (9) Work schedules/work coverage protocols.
- (10) Dispatch protocols shall include policies and procedures that conform with County's Prehospital Care Policy Manual References No. 517, Private Provider Agency Transport/Response Guidelines, and No. 838, Application of Patient Restraints.
- (11) Evaluation and handling of patients in the provision of service.
- (12) Quality Improvement Plan.

All such policies and procedures shall be available for review at reasonable times by Director.

K. Expense: All expenses required for operating the transportation service provided herein shall be borne by Contractor, subject only to County's payment obligation as set forth in Paragraph 5.

9. RULES AND REGULATIONS: Contractor shall abide by all rules and regulations of the California Highway Patrol, the State Department of Health Services, and all other State laws and regulations pertaining to the operation of ambulance services in California. Except as may expressly be noted herein, Contractor shall also abide by ordinances of the County of Los Angeles, including but not limited to, those found in Los Angeles County Code Title 7, Chapters 7.16 and 7.17, and in the local EMS Agency policies, as the foregoing are now enacted or may hereafter be amended.

10. RECORDS:

A. Retention and Location of Records: Contractor shall maintain accurate books, documents, and records reflecting services provided, invoices submitted, or automated billing records generated, as well as records on all other information specifically required by other provisions of this Agreement. All such books, documents, records, and information shall be prepared and maintained in accordance with generally accepted accounting principles and shall be retained by Contractor at a location in Southern California.

During the term of this Agreement, and for a period of five (5) years thereafter, all such books, records, documents, and information shall be made available, with reasonable notice, during County's normal business hours to Director and authorized representatives of County's Department of Auditor-Controller, for inspection, audit, and copying.

B. Federal Access to Records: If and to the extent that, Section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

C. Response Time Records: Contractor shall keep adequate records of response times, total number of patients transported, number of trips made, mileage, special accommodations, and length (time) of transportation in a manner that can be audited by County staff designated by Director. Such records shall be maintained and retained in the manner and for the period prescribed in subparagraph A of this Paragraph.

11. COUNTY AUDIT SETTLEMENTS:

A. If, at any time during the term of this Agreement or at any time after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder, and if such audit finds that County's dollar liability

for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment upon demand, or (2) at Director's option, credited against any future payments due Contractor hereunder. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

B. In the event that an audit is conducted of Contractor by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, relating to services hereunder, Contractor shall file a copy of each such audit report with the County of Los Angeles, Auditor-Controller, within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable State or Federal regulations. County shall make reasonable efforts to maintain the confidentiality of such audit reports.

C. Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

12. NON-EMERGENCY AMBULANCE/AMBULETTE SERVICE QUALITY IMPROVEMENT (QI) PROGRAM: Contractor shall cooperate in all respects with

Director's medical quality improvement program for non-emergency ambulance/ambulette services and permit access by Director's quality improvement representatives to Contractor's patient run reports and other records.

In addition, Contractor shall establish an internal quality improvement program to include: 1) a QI plan annually which reflects Contractors current QI submitted to the Director; 2) indicators that reflect aspects of quality of care that affect patient outcomes

specific to EMT scope of practice, analysis of data (include actions such as classes, meetings, etc.); and 3) documented organizational QI meetings to ensure compliance with Agreement requirements and adherence to medical protocols and performance standards as established by the local EMS Agency. In the performance of County quality improvement audits, identified problems associated with Agreement compliance may be referred by Director for review by the Ambulance License Hearing Board; issues associated with EMT-I and paramedic performance, or concerning adherence to the California Code of Regulations, Title 22, Division 9, or to County's Prehospital Care Policy Manual (e.g., Ref. 618, 620, 620.1), shall be reviewed annually by the local EMS Agency.

13. CAUSE FOR IMMEDIATE SUSPENSION: Director shall have the right to immediately suspend services under this Agreement in the event of a suspension or revocation of Contractor's ambulance operator's license under provisions of either the Vehicle Code or the Los Angeles County Code.

14. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts or omissions, or both, arising from or relating to this Agreement.

15. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to provide and maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs

maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County's Risk Manager shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation of any policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's Risk Manager approval. County's Risk Manager retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, to require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Any such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County's Risk Manager, with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County's Risk Manager, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor under this Agreement or under any other contract that County has with Contractor, any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to Director:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within two (2) business days of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County's contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
 - (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage.
- Director retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

16. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$2 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

17. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing ambulance/ambulette services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County.

Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

18. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign or divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor

to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits County's right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

20. TERMINATION FOR DEFAULT:

A. County may, subject to the provisions of subparagraph B below, by written notice of default to Contractor, suspend or terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress so as to endanger performance of this Agreement in accordance with its terms.

B. If any one of the circumstances identified in subparagraph A above occurs, County shall give Contractor written notice of default. In the event Contractor does not cure such failure within a period of thirty (30) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure, County shall give Contractor written notice of suspension, and other Participants in the County's Program shall provide the services otherwise contracted for herein by Contractor. Suspension of the Contractor's operations shall not cause the termination of Agreement.

C. Contractor shall not be liable for any excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor.

D. If, after notice of default of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, the rights and obligations of Contractor shall be reinstated.

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. TERMINATION FOR IMPROPER CONSIDERATION:

A. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

B. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

C. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

22. TERMINATION FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

(2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor; or

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS," dated January 1, 2006. The terms and conditions therein contained are part of this Agreement.

24. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

25. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its Additional

Provisions), and that of any Exhibit(s), Attachment(s), and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

26. ALTERATION OF TERMS: The body of this Agreement (including its Additional Provisions) and any Exhibit(s), and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

27. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS: Contractor shall maintain all applicable books and records regarding services rendered to CHP members during the term of this Agreement and for a period of five (5) years from the expiration or earlier termination of this Agreement.

During such period, Director or the State of California Commissioner of Corporations, or both, shall have the right to inspect at reasonable times upon demand, Contractor's books and records relating to: (1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to Director and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

28. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: In the event of a disaster, major emergency, or civil unrest, Contractor shall contact CDO and advise CDO of the number of available ambulance (ALS and BLS), ambulette, and van vehicles. CDO, acting upon the resource requests of the Department of Health Services Emergency Operations Center ("EOC") or the Medical Alert Center ("MAC") may request Contractor to provide such vehicles to assist with the movement of ill and injured patients from both public and private health facilities as well as other designated areas that may serve as casualty collection points.

Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach of Agreement by Contractor.

29. CONTRACTOR'S OFFICES: Contractor's business offices are located at: _____ Contractor's primary business telephone number is (____) ____-____ and facsimile/FAX number

is (____) ____-_____. Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, of any change in its business address at least ten (10) days prior to the effective date thereof.

30. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, return receipt requested, and addressed as follows:

To County: 1. Department of Health Services
Emergency Medical Systems Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attention: Division Chief

To County: 2. Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street
6th Floor-East
Los Angeles, California 90012

Attention: Division Chief

To Contractor: _____

Attention: _____

If personally delivered, such notice shall be deemed given upon delivery. If mailed in accordance with this Paragraph, such notice shall be deemed given as of the date indicated on the return receipt. Either party may change its address for notice purposes by giving prior written notice of such change to the other party in accordance with this Paragraph.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services,

and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

CONTRACTOR

Contractor

By _____

Print Name

Title: _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By _____
Cara O'Neill, Chief
Contracts and Grants Division

CD3765:RW
11/30/2005

ADDITIONAL PROVISIONS - JANUARY 1, 2006

DEPARTMENT OF HEALTH SERVICES

EMERGENCY MEDICAL SERVICES DIVISION

TRANSPORTATION OVERFLOW SERVICES

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11/07/2005

ADDITIONAL PROVISIONS - JANUARY 1, 2006

DEPARTMENT OF HEALTH SERVICES

EMERGENCY MEDICAL SERVICES DIVISION

TRANSPORTATION OVERFLOW SERVICES

1. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of a patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

In providing services hereunder, facility access for handicapped must comply with the Federal Rehabilitation Act of 1973, section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a

complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division.

2. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Federal Rehabilitation Act of 1973, the Federal American with Disabilities Act of 1990, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group orientation, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws. Such action shall include, but shall not to limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provision of this Paragraph.

F. If County finds that any of the provisions this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission that Contractor has violated Federal or State anti-

discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of cancelling, terminating, or suspending this Agreement.

3. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

4. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

5. COUNTY EMPLOYEES: To the degree permitted by Contractor's agreements with its collective Bargaining Units, Contractor shall give the right of refusal for its employment openings to qualified County employees who are laid-off or who leave County employment in lieu of reduction under Civil Service Rule 19 and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement as well as to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any County employee who made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by Civil Service Rule 19 and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its Collective Bargaining Units.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

6. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence Program Participants for Employment ("GAIN") program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

7. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his or her physical or mental performance.

8. REPORTS: Contractor shall make reports as required by Director concerning Contractor's activities and operations as they relate to the services hereunder. In no event, however, County may require such reports unless Director has provided Contractor with at least thirty (30) calendar days prior written notification thereof. Director shall provide Contractor with a written explanation of the procedures for reporting the required information.

9. CONFIDENTIALITY: Contractor shall not release or disclose information or records of any patient receiving services hereunder to third parties without the prior written consent of the patient or his/her lawful representative or unless otherwise authorized by law. In addition, Contractor shall notify County, in writing, in the event of any such request by third parties. Contractor shall inform all its officers, employees, and agents providing services hereunder of these confidentiality provisions. Contractor agrees to maintain the confidentiality of its records, including billings, in accordance with all applicable State and Federal laws relating to confidentiality.

Notwithstanding the aforementioned provisions of this Paragraph, authorized representatives of Director, County's Auditor-Controller, or the Federal and State governments shall have the right to request and receive access to all Contractor records in order to administer, monitor, and audit Contractor's performance under this Agreement.

10. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to,

assessing Contractor's compliance with all contract terms and performance standards.

Contractor deficiencies or actions which Director determines are severe or continuing and that may place the performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures to be taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

11. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (Title 31 United States Code section 1352) and any implementing regulations, and shall ensure that any of its subcontractor(s) receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which County may, among other things, immediately terminate or suspend this Agreement.

12. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State

Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Regarding inquiries received from patients or others for attorney referrals, Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

13. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him or her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and a complete description of all relevant circumstances.

14. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance of services hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents of such State or local laws, ordinances, regulations, rules, guidelines, or directives.

15. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND

CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations and certificates required by law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder.

16. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that its facilities which are utilized for services hereunder are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

17. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement

if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

18. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

19. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Health Services, shall make the determination to solicit bids or request proposals in accordance with applicable County and Department of Health Services policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

20. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD

SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE

WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 20 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default

within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraphs 21 and 22 of this Agreement, "TERMINATION FOR INSOLVENCY AND DEFAULT" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

22. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

23. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor arising from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

24. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

25. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

26. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

27. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

28. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the

proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of County Contractors.

29. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

30. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA").

Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

31. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

B. For purposes of this Paragraph, and/or as is defined and used in the Los Angeles County Code as described hereinabove: "Contractor" means a person, partnership, corporation or other entity, that has a contract with the County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" means any California resident who is a full-time employee of Contractor; and "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit "D" (County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form) is a required form to be completed by the Contractor.

D. Contractor's violation of this Paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent

position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

33. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED

BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit "E" of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

ADPRCD3966.RW
11/07/2005

TRANSPORTATION OVERFLOW AGREEMENT

PROCEDURAL GUIDELINES FOR PATIENT TRANSPORTATION

1. Calls for patient transportation shall be shared among one or more eligible companies servicing an area at the sole discretion and authority of the County. More than one call may be made to ensure an acceptable response time.

The County's Department of Health Services Central Dispatch Office ("CDO") shall specify the type of vehicle required in its request to Contractor, whether an Advanced Life Support ("ALS"), Basic Life Support ("BLS"), or neonatal equipped ambulance, and whether a registered nurse or paramedic team is required for an ALS critical care transport. If an ambulette or van is requested, Contractor shall be reimbursed at the ambulette rate regardless of the type of vehicle dispatched by Contractor, including ambulance. (However, if Contractor only provides one type of vehicle, e.g., BLS ambulance, it is understood that Contractor will be paid at that vehicle's rate.)

2. During the initial call, CDO shall inform the Contractor transportation dispatcher of response time requirements (e.g., Routine, Code 2 Urgent, Code 3 Emergent/Stat), exactly where Contractor personnel are to report, and whether a female attendant is required.

3. Upon arrival, Contractor personnel should report per instructions given by CDO to the Contractor transportation dispatcher.

4. Contractor personnel shall contact and inform CDO of waiting times exceeding the first fifteen minutes. Waiting time will be paid only if CDO directs the Contractor personnel to continue to wait for the patient.

5. County staff must always be present with the patient when Contractor personnel arrive for pickups from a County operated health facility.

6. Contractor personnel cannot be compelled to transport a patient without restraints if they fear for their own or the patient's safety. If County staff does not agree to restrain the patient when requested by Contractor personnel, County staff may request CDO either to call another contract company or to utilize a County operated unit for the transport. The dry run mileage rate would then be applicable to Contractor as its unit initially responded to the call.

7. Contractor personnel shall be in compliance with Prehospital Care Policy No. 838, Application of Patient Restraints, as now enacted or as may be revised.

In addition, the following shall apply:

(a) Contractor personnel shall acknowledge that they have been trained on the requirements for the transportation of psychiatric patients, and a copy of that acknowledgment shall be retained in the employee's file;

(b) The decision to apply full restraints to a patient shall be made by the sending facility. The patient's potential dangerousness and Contractor personnel ability to handle the patient must be considered.

(c) County staff are responsible for the management of the patient at a County health facility pickup location and shall direct and assist Contractor personnel until such time that:

(1) The patient is physically restrained on the gurney to the satisfaction of both County staff and Contractor personnel; and

(2) Contractor personnel receive the transportation order and all needed clinical/legal documentation.

Contractor personnel are thereafter responsible for ensuring transportation that is safe for both the patient and themselves.

8. Contractor personnel shall not be required to transport a second patient.
9. County staff shall inform the patient what is happening to him/her when the pickup site is a County facility and shall not delegate this duty to Contractor personnel.
10. At the time of dispatch, County staff are responsible for communicating all readily available information to Contractor personnel, which may include:
 - (a) Patient's name with pickup site and destination address;
 - (b) Presenting problem;
 - (c) Potential for unpredictable behavior and dangerousness;
 - (d) Current substance abuse, known contagious or infectious diseases; and other medical problems.
 - (e) Whether medication has been administered; and
11. Contractor personnel must remain with the patient until the patient is accepted by the receiving facility. The patient, if under restraints, shall not be left alone or taken out of restraints until the transfer is completed (unless patient care cannot be adequately rendered with restraints; e.g., patient has cardiac arrest).
12. Contractor personnel are not required to leave or "trade" their restraint devices with County/State facilities when delivering a patient. If County restraints were used during the transport, Contractor shall assure that they are returned to the County facility providing same as soon as reasonably appropriate and convenient following the transport. County shall have no responsibility for paying Contractor any costs it might incur in returning such restraints.
13. After the patient has been accepted, Contractor personnel are not expected to wait at the facility for the outcome of the evaluation, except at State hospitals where a patients may not be accepted before the evaluation. (Applicable waiting times shall be applied in the latter circumstance.)

14. In the event the receiving facility refuses to accept the patient for evaluation, Contractor personnel should call the Contractor transportation dispatcher or CDO for instructions.

15. The personal valuables of the patient must be protected and accounted for by County staff, Contractor personnel, and the receiving facility. After verifying the personal valuables, each of the above parties should sign a form, or copy of a form, which describes this property. Contractor is not required to transport more than Twenty-Five dollars (\$25) cash or more than 20 lbs. or 1 bag (whichever is less) of personal property. Contractor is not required to transport other patient property, including electric wheelchairs, personal television sets or other electronic equipment, food, flowers, etc., or any amount of cash greater than \$25. The County's CDO staff shall advise the party requesting transport that he/she is responsible for arranging the transportation of any patient property other than the initial Twenty-Five dollars (\$25) cash, 20 lbs. or 1 bag of patient's personal property.

16. Contractor personnel shall take patients by the quickest and direct route to the destinations requested by CDO, and shall not make any intermediate stops enroute (e.g., the patient's home). If for any reason the patient is released before the destination is reached, the authorizing party/facility must be immediately notified. If the patient's condition deteriorates prior to reaching the destination requested by CDO, Contractor personnel may divert its ambulance or other transport vehicle to the most accessible 9-1-1 receiving hospital. CDO and base hospital (if an ALS transport) shall be contacted whenever the transport unit is diverted.

17. If problems are encountered by Contractor's personnel, they should reflect them in writing on the transportation order and immediately inform their supervisor and CDO.

18. Department of Health Services' calls requiring trips in excess of 120 miles one way must be authorized in writing by CDO.

19. Transport of designated Department of Health Services' patients with pickup points outside of Los Angeles County or destination points outside of Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura Counties, shall require prior written authorization from CDO.

20. From time to time, CDO may request Contractor to transport a patient's relative or guardian with a patient. Contractor may transport such relative or guardian if Contractor has space in his/her vehicle. The relative or guardian can be secured by a seat belt or other restraining device and the transport and care of the patient shall not in any way be adversely affected. If Contractor cannot, or chooses not to transport a patient's relative or guardian, and the patient refuses to be transported without such parent or guardian, Contractor shall immediately notify the CDO so that CDO may arrange for alternative transportation for the patient. Contractor shall then be reimbursed at the applicable Dry Run rate.

21. When clinical judgment at the requesting facility indicates a female attendant should accompany a female patient during ambulance transport, the facility will request CDO to provide a female attendant. Contractor shall endeavor to provide the female attendant upon request of CDO. If Contractor is unable to provide a female attendant, the requesting facility will provide the female attendant. The requesting facility is also responsible for transport of the female attendant back to the facility.

Contractors providing ambulette or van services for mental health patients shall provide a female attendant for female patients. If Contractor is transporting both male and female mental health patients in the same trip, Contractor shall provide one female attendant in addition to the driver. In no event, however, shall Contractor transport more persons in the same trip than can be safely accommodated.

TRANSPORTATION OVERFLOW AGREEMENT

EMERGENCY MEDICAL TECHNICIAN-I EXPANDED SCOPE OF PRACTICE

(As authorized by the County Department of Health
Services, pursuant to Title 22, California
Code of Regulations, section 100063)

A certified emergency medical technician-I ("EMT-I") in Los Angeles County, if authorized, may perform the following additional activities during interfacility transport:

1. Monitor peripheral lines delivering intravenous glucose solutions or isotonic balanced salt solutions including Ringer's lactate for volume replacement.
2. Monitor, maintain, and adjust, if necessary in order to maintain, a preset rate of flow and turn off the flow of intravenous fluid.
3. Transfer a patient who is deemed appropriate for transfer by the transferring physician, and who has nasogastric ("NG") tubes, gastrostomy tubes, heparin locks, foley catheters, tracheostomy tubes, and/or indwelling vascular access lines.

NOTE: However, EMT-Is hereunder, may not transport patients with central venous pressure monitoring devices and arterial lines including Swan Ganz catheters.

4. Monitor preexisting vascular access devices and peripheral lines, adjusted to a "to keep open" ("TKO") rate by hospital personnel, delivering intravenous fluids with the following additional medications:
 - (a) Folic acid (Vitamin B9) with a maximum of 1 milligram ("mg") added to 1000 milliliter ("ml") of intravenous solution.
 - (b) Multi-vitamins with 1 vial added to 1000 ml of intravenous solution.
 - (c) Thiamine (Vitamin B1) with a maximum of 100 mg added to 1000 ml of intravenous solution.

5. Monitor, with an infusion pump, preexisting vascular access devices and peripheral lines, adjusted to a present rate of flow by hospital/home health personnel delivering intravenous fluids with the following added medications:

- (a) Potassium Chloride (KCL) with a maximum of 20 milliequivalent ("mEq") added to 1000ml of IV solution.
- (b) Total Parenteral Nutrition (TPN).
- (c) Chemotherapeutic agents.

NOTE: Contractor must comply with requirements in the **Hazard Communication standards in Title 29, Code of Federal Regulations, 1910.1200**, including development of a Hazardous Drug Safety and Health Plan.

6. Transfer patients with implanted or external patient operated medication pumps, used for continuous medication administration with the following additional medications:

- (a) Insulin.
- (b) Meperidine hydrochloride (Demerol®).
- (c) Morphine sulfate.

7. Allow the patient to self administer or assist patients with the administration of the following physician prescribed self-administered emergency medications or devices as directed [Procedures Prior to Advance Life Support "ALS")]:

- (a) Sublingual Nitroglycerin tablets or lingual aerosol (Nitrolingual®).
- (b) Bronchodilator inhalers or nebulizers.
- (c) Epinephrine hydrochloride devices (EpiPen Auto-Injector®).

NOTE: If assistance per this paragraph is given, an ALS unit must be en route or the patient must be transported immediately to the most accessible medical facility as per County Emergency Medical Services policy.

TRANSPORTATION OVERFLOW AGREEMENTRATES TO BE CHARGED COUNTY FOR AMBULANCE/AMBULETTE TRANSPORTATION

County will pay Contractor at the following rates for transportation overflow services requested and authorized by Central Dispatch Office ("CDO").

Note: Rates set forth in this Exhibit "C" begin to apply after Contractor's unit arrives at the site of pickup except with respect to "dry run" and "wait and return" services expressly authorized hereunder.

A. AMBULANCE TRANSPORTATION RATES:

For the period of this Agreement, County shall pay Contractor for the following ambulance transportation services at the following base rates on and after July 1, 2005, or as may be amended as provided in this Exhibit "C":

<u>Service</u>	<u>Rate</u>
Basic Life Support ("BLS") - First patient	\$120.75
Each second patient	\$ 41.25
Mileage Per Mile (One-Way, Patient on Board)	\$ 4.15
Night Call (7:00 p.m. - 7:00 a.m.)	\$ 11.00
Code 3	\$ 11.50
Oxygen	\$ 11.00
Transport of Neonatal Intensive Care Incubator	\$ 57.75
Waiting Time Over 15 Minutes (For each 15 minute period or fraction thereof, after the first 15 minutes of waiting time have elapsed)	\$ 11.00
Advanced Life Support ("ALS") Two Paramedics On Board (Unless approved by the EMS Agency to provide ALS service with one paramedic and one EMT-I)	\$238.50

Following services are per hour (or fraction thereof after the first three hours):

Registered Nurse ("RN") - Staffed (Nurse Staffed) Ambulance (One RN Maximum) (<u>Three hour minimum</u>)	\$ 63.25
Respiratory Therapist (<u>Three hour minimum</u>)	\$ 54.00

Following services are per service:

Pulse Oximeter	\$ 11.00
Volume Ventilator	\$ 42.00
Cardiac Monitor	\$ 11.00
Infusion Pump	\$ 11.00

The total charges shall be the sum of the appropriate mileage rate applied to the distance actually traveled, plus the time rate applied to authorized waiting time, plus any special charges which apply. All rates are to be computed from the time the transportation vehicle arrives at the pickup site until the vehicle is discharged.

B. AMBULETTE TRANSPORTATION RATES:

For the period of this Agreement, County shall pay Contractor for ambulette services at the following base rates:

1. For trips of 55 miles or less:

<u>No. of Miles*</u>	<u>Rate</u>	<u>No. of Miles*</u>	<u>Rate</u>
5 or less	\$ 50.25	31	\$124.25
6	53.10	32	127.20
7	55.95	33	130.05
8	58.80	34	132.90
9	61.65	35	135.75
10	64.50	36	138.60
11	67.35	37	141.45
12	70.20	38	144.30
13	73.05	39	147.15
14	75.90	40	150.00
15	78.75	41	152.85
16	81.60	42	155.70
17	84.45	43	158.55
18	87.30	44	161.40
19	90.15	45	164.25
20	93.00	46	167.10
21	95.85	47	169.95
22	98.70	48	172.80
23	101.55	49	175.65
24	104.40	50	178.50
25	107.25	51	181.35
26	110.10	52	184.20
27	112.95	53	187.05
28	115.80	54	189.90
29	118.65	55	192.75
30	121.50		

2. Rates for trips in excess of 55 miles:

<u>No. of Miles*</u>	<u>Rate</u>
56 to 76	\$220.80
77 to 97	275.25
98 to 120	333.00

3. Rates for trips in excess of 120 miles (requires special authorization from CDO):

<u>No. of Miles*</u>	<u>Rate</u>
121 to 150	\$389.60
151 to 180	451.00
181 to 210	506.40
211 to 250	567.30
Greater than 250	\$567.30 plus \$2.20 per mile

* One-Way, Patient on Board

4. Additional patients rate: In the event that more than one patient is transported, the rate for each additional patient shall be \$18.50 regardless of mileage.
5. Attendant rate: In the event that an attendant is required, the additional rate for the attendant shall be \$25.50 for the trip, regardless of mileage.
6. Rates for waiting time: For each 15 minute period or fraction thereof, after the first 15 minutes of waiting time have elapsed, the rate shall be \$7.50.
7. Night Call: For ambulette services between 7:00 p.m. to 7:00 a.m., the rate shall be \$7.50.
8. Total charges computation: The total charges shall be the sum of the appropriate mileage rate applied to the distance actually traveled, plus the time rate applied to authorized waiting time, plus any special charges which apply. All rates are to be computed from the time the transportation vehicle arrives at the pickup site until the vehicle is discharged.

C. DRY RUN RATES:

1. Ambulette:

The dry run rate for ambulette is based on the applicable mileage rates defined in Paragraph B above, and shall be applicable when Contractor, acting upon an official request from CDO, responds with its personnel and ambulette(s), and while en route to the point of patient pickup or while at said point, is advised by CDO that such service is not required.

2. Ambulance:

The dry run rate for ambulance shall be computed by using the applicable five base rates included in Paragraph A of this Exhibit "C" (One Patient, Night Call, Mileage, Code 3 Response, and Waiting Time, as applicable), and shall apply when Contractor, acting upon an official request from CDO, responds with its personnel and ambulance(s), and while en route to the point of patient pickup or while at said point, is advised by CDO that such service is not required.

Note: Contractor's dry run mileage rate for both ambulance and ambulette shall be determined by mileage traveled by Contractor's vehicles from the point of origin only to the point of cancellation of the call. The first ten miles traveled by Contractor's vehicle(s) on any such dry run, however, shall not be included in the mileage fee computation for dry runs.

D. AMBULANCE/AMBULETTE WAITING TIME:

The waiting time rate is based on the appropriate rates defined in this Exhibit "C" and shall be applicable at the point of patient pickup as well as at the destination point, to the exclusion of the first 15 minutes at both ends of the run. This rate shall apply only if the Contractor's personnel contacts and informs CDO of waiting times exceeding the first 15 minutes. Waiting time will be paid only if CDO directs the Contractor personnel to continue to wait for the patient.

E. AMBULANCE/AMBULETTE WAIT AND RETURN RATE:

A "wait and return" typically involves outpatient treatment at a facility outside of the County system in which the ambulance/ambulette waits for the patient. The wait and return rate shall be applicable when requested and authorized by CDO and shall include: the applicable ambulance or ambulette mileage rate (to and from the wait and return destination; rates as defined hereinbelow) and the rate applied to waiting time (the authorized period of time from arrival at site through departure from site to the exclusion of the first 15 minutes). In addition, County shall compensate Contractor at the following rates:

Ambulances: The BLS, ALS, NS and/or Respiratory Therapist (RT), "one patient rate", and oxygen and night call rates, if applicable, and billable only once for the entire round trip. Mileage shall be \$4.15 per mile, round trip, and shall be adjusted each July 1 in the same proportion (percentage rate) indicated in Paragraph G.

Ambulettes: For the transport to the "wait and return site", the outgoing mileage rate per the ambulette mileage chart, and the night call rate if applicable, and billable only once. The return mileage rate shall be \$2.85 per mile. Note: Oxygen is not applicable for ambulettes, and shall be adjusted each July 1 in the same proportion (percentage rate) indicated in Paragraph G.

F. REGISTERED NURSE-STAFFED AMBULANCE RATE AND RESPIRATORY THERAPIST RATE:

The registered nurse-staffed rate and respiratory therapist rate is paid on an hourly basis, and will apply for a minimum of three-hours. This rate applies only when

Contractor supplies the registered nurse and respiratory therapist. County shall compensate providers of registered nurse-staffed and respiratory therapist-staffed ambulance at the ALS rate at the minimum three-hour rate for the registered nurse and respiratory therapist, for mileage, the total time the nurse or respiratory therapist is on board the ambulance after the initial three hours, night, and Code 3 charges, if applicable. The ALS rate shall include the use of oxygen, pulse oximeter, cardiac monitor, and infusion pump, as appropriate and no additional fees will be reimbursed for these services.

G. MODIFICATION OF RATES:

For each fiscal year beginning with County fiscal year July 1, 2005 - June 30, 2006, ambulance and ambulette base rates, except for mileage rates, be adjusted effective each July in the same proportion (percentage rate) indicated by County Code Section 7.16.340, Modification of Rates, up to, but not exceed three percent (3%), if any. All results will be rounded off to the nearest twenty-five cents (\$.25). In no case, however, shall the rate be less than the rate in effect as of July 1, 2005.

For the fiscal year beginning July 1, 2005, mileage rates shall be adjusted effective each July in the same proportion (percentage rate) indicated by County Code Section 7.16.340, Modification of Rates, up to, and including three percent (3%), if any. All results will be rounded off to the nearest five cents (\$.05). In no case, however, shall the rate be less than the rate in effect as of July 1, 2005.

For the fiscal year beginning July 1, 2006, the Registered Nurse-Staffed Ambulance Rate shall be adjusted effective each July in the same proportion (percentage rate) indicated by County Code section 7.16.340, Modification of Rates, up to, and including three percent (3%). All results will be rounded off to the nearest twenty-five cents (\$.25). In no case, however, shall the rate be less than the rate in effect as of July 1, 2006.

Note: Rates set forth in this Exhibit "C" begin to apply after Contractor's unit arrives at the site of pickup except with respect to "dry run" and "wait and return" rates.

In the event that the base rate for an ambulance or ambulette service listed herein is increased during a County fiscal year by the State Department of Health Services (SDHS) under Title 22, California Code of Regulations, section 51527, to a figure exceeding the contract rate for that service as provided hereinabove, that new rate shall be effective under this Agreement thirty (30) calendar days after the rate is effective under Title 22.

H. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:

County shall pay Contractor at rates established in this Exhibit "C" only for those services requested and/or authorized by CDO.

I. BILLING ADDRESS FOR AMBULANCE/AMBULETTE SERVICES:

County of Los Angeles
Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, Calif. 90022
Attention: Ambulance Program Coordinator

CD3765:RW

11/30/2005